

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

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| TRAVELERS PROPERTY CASUALTY | : | |
| COMPANY OF AMERICA, as subrogee of | : | |
| Burt Lewis Ingredients, LLC | : | No. 4:20-cv-00735-MWB |
| One Tower Square | : | |
| Hartford, Connecticut | : | |
| Plaintiff | : | |
| v. | : | |
| JATIANI TRUCKING, LLC | : | |
| 400 Somerset Street | : | |
| North Plainfield, New Jersey | : | |
| Defendant | : | |
| v. | : | |
| BLUEGRASS FREIGHT CARRIERS, LLC | : | |
| 12 Parkwood Drive | : | |
| South Amboy, New Jersey | : | |
| Third-Party Defendant | : | |

PLAINTIFF'S SECOND AMENDED COMPLAINT

Plaintiff, Travelers Property Casualty Company of America, as subrogee of Burt Lewis Ingredients, LLC, by and through the undersigned counsel, hereby brings this Second Amended Complaint against Defendant, Jatiani Trucking, LLC, and pursuant to Federal Rule of Civil Procedure 14 (a)(3), asserts a claim against Third-Party Defendant, Bluegrass Freight Carriers, LLC, and in support thereof, states and alleges the following upon information and belief:

THE PARTIES

1. Plaintiff, Travelers Property Casualty Company (hereinafter "Travelers"), is a corporation organized and existing under the laws of the state of Connecticut with its principal place of business located at One Tower Square, Hartford, Connecticut.
2. At all times relevant hereto, Travelers was authorized to issue insurance policies in the United States, including the Commonwealth of Pennsylvania.

3. Defendant, Jatiani Trucking, LLC (hereinafter “Jatiani Trucking”), operates a business located at 400 Somerset Street, North Plainfield, New Jersey.
4. At all times relevant hereto, the business of Defendant Jatiani Trucking included, inter alia, commercial trucking deliveries in the United States, including, but not limited to, the Commonwealth of Pennsylvania and the Middle District of Pennsylvania.
5. Third-Party Defendant, Bluegrass Freight Carriers, LLC (hereinafter “Bluegrass”), operates a business located at 12 Parkwood Drive, South Amboy, New Jersey.
6. At all times relevant hereto, the business of Third-Party Defendant Bluegrass included, inter alia, commercial trucking deliveries in the United States, including, but not limited to, the Commonwealth of Pennsylvania and the Middle District of Pennsylvania.

JURISDICTION AND VENUE

7. Jurisdiction of this Court is invoked pursuant to the provisions of 28 U.S.C.A. 1332 by reason of diversity of citizenship of the parties.
8. The matter in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00.
9. Venue is properly laid in this District pursuant to the provisions of 28 U.S.C.A. 1391.

FACTUAL BACKGROUND

10. Prior to September 5, 2019, Plaintiff Travelers issued a policy of insurance to Burt Lewis Ingredients, LLC (hereinafter “Burt Lewis Ingredients”), which provided coverage for its business, business property, and inventory.
11. Prior to September 5, 2019, Defendant Jatiani Trucking was hired to transport cargo owned by Burt Lewis Ingredients-28 pallets containing 924 bags of milk protein-from New Jersey to a Burt Lewis Ingredients customer, Jasper Products, in Carthage, Missouri.
12. On September 5, 2019, either Defendant Jatiani Trucking or Third-Party Defendant Bluegrass was transporting the Burt Lewis Ingredients cargo at issue in a large truck.

13. While en route, the truck caught fire on Interstate 80 in Bellefonte, Pennsylvania near mile marker 204.
14. The fire caused substantial damage to the Burt Lewis Ingredients cargo in the truck.

COUNT I

PLAINTIFF V. JATIANI TRUCKING, LLC
LIABILITY PURSUANT TO THE CARMACK AMENDMENT, 49 U.S.C. 14706

15. Plaintiff incorporates by reference herein the allegations contained in the previous paragraphs above as though fully set forth at length.
16. Prior to September 5, 2019, Defendant Jatiani Trucking was hired to transport cargo owned by Burt Lewis Ingredients-28 pallets containing 924 bags of milk protein-from New Jersey to a Burt Lewis Ingredients customer, Jasper Products, in Carthage, Missouri.
17. Defendant Jatiani Trucking received the cargo at issue in good order and condition prior to September 5, 2019.
18. On September 5, 2019, Defendant Jatiani Trucking was transporting the Burt Lewis Ingredients cargo at issue in a large truck when the truck caught fire.
19. As a result of the subject truck fire on September 5, 2019, Defendant Jatiani Trucking failed to deliver the cargo at issue in the same good order and condition as it was when received, as the cargo was substantially damaged during transit.
20. Given that Defendant Jatiani Trucking agreed to transport the cargo at issue and given that the cargo was damaged in transit, Defendant Jatiani Trucking is fully liable for the damage to the cargo pursuant to the federal statute known as “The Carmack Amendment”, 49 U.S.C. 14706 et seq. (an amendment to the Interstate Commerce Act), without regard to fault or negligence.

21. As a direct and proximate result of the subject fire, Plaintiff Travelers, paid its insured, Burt Lewis Ingredients, the sum of \$170,088.00, representing the damage to the cargo at issue, and other related expenses and costs.

22. By virtue of the aforesaid payments and pursuant to the aforesaid insurance policy, Plaintiff, Travelers, became legally and equitably subrogated, to the extent of its payments, to its insured's right to recovery.

WHEREFORE, Plaintiff Travelers, demands damages against Defendant Jatiani Trucking in the amount of \$170,088.00, together with interest, delay damages, costs of suit, and other such relief as this Honorable Court deems just and proper.

COUNT II
PLAINTIFF V. BLUEGRASS FREIGHT CARRIERS, LLC
LIABILITY PURSUANT TO THE CARMACK AMENDMENT, 49 U.S.C. 14706

23. Plaintiff incorporates by reference herein the allegations contained in the previous paragraphs above as though fully set forth at length.

24. Prior to September 5, 2019, Third-Party Defendant Bluegrass was hired to transport cargo owned by Burt Lewis Ingredients-28 pallets containing 924 bags of milk protein-from New Jersey to a Burt Lewis Ingredients customer, Jasper Products, in Carthage, Missouri.

25. Third-Party Defendant Bluegrass received the cargo at issue in good order and condition prior to September 5, 2019.

26. On September 5, 2019, Third-Party Defendant Bluegrass was transporting the Burt Lewis Ingredients cargo at issue in a large truck when the truck caught fire.

27. As a result of the subject truck fire on September 5, 2019, Third-Party Defendant Bluegrass failed to deliver the cargo at issue in the same good order and condition as it was when received, as the cargo was substantially damaged during transit.

28. Given that Third-Party Defendant Bluegrass agreed to transport the cargo at issue and given that the cargo was damaged in transit, Third-Party Defendant Bluegrass is fully liable for the damage to the cargo pursuant to the federal statute known as "The Carmack Amendment", 49 U.S.C. 14706 et seq. (an amendment to the Interstate Commerce Act), without regard to fault or negligence.
29. As a direct and proximate result of the subject fire, Plaintiff Travelers, paid its insured, Burt Lewis Ingredients, the sum of \$170,088.00, representing the damage to the cargo at issue, and other related expenses and costs.
30. By virtue of the aforesaid payments and pursuant to the aforesaid insurance policy, Plaintiff, Travelers, became legally and equitably subrogated, to the extent of its payments, to its insured's right to recovery.

WHEREFORE, Plaintiff Travelers, demands damages against Third-Party Defendant Bluegrass in the amount of \$170,088.00, together with interest, delay damages, costs of suit, and other such relief as this Honorable Court deems just and proper.

Respectfully submitted,

WILLIAM J. FERREN & ASSOCIATES



By _____

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Casualty Company of America